

Holly Arlena Vaughan
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2338 Kipana Avenue,
Ventura, California, 93001
8058610165
Plaintiff in Pro Se

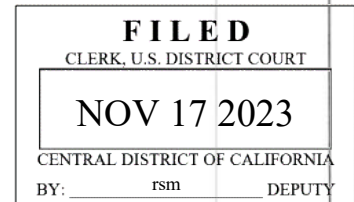
**United States District Court
Central District of California**

Holly Arlena Vaughan,
Plaintiff

Vs.

JPMorgan Chase Bank,
National Association
Defendant

Case No. 2:23-cv-08531-GW-AGR
**PLAINTIFF'S RESPONSE AND
OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS**



**PLAINTIFF'S RESPONSE AND OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS**

TO THE HONORABLE JUDGE GEORGE H. WU:

I, Holly Arlena Vaughan, Plaintiff in the above-captioned matter, hereby
submit this Response and Opposition to Defendant's Motion to Dismiss. In
support of this opposition, I state as follows:

Introduction:

The Defendant has filed a Motion to Dismiss claiming plaintiff failed to
state a claim which relief may be granted. The Plaintiff opposes this motion
for the reasons set forth below.

- 1. · Plaintiff's complaint clearly states a claim upon which relief may be
- 2. granted.
- 3.
- 4. · The opposing counsel apparently gravely misunderstands what a bill of
- 5. exchange is.
- 6.
- 7.
- 8. · Opposing counsel's statements are not facts before the court.
- 9.
- 10.
- 11.

12. **Declaration of Points and Authority:**

13. Defendant's counsel stated that Plaintiff failed to state a claim upon which
14. relief could be granted. Plaintiff's complaint clearly states a claim upon
15. which relief may be granted. The defendant failed to perform fiduciary
16. duties. As a result of the defendant's non-performance, the plaintiff suffered
17. injury and duress.
18.
19.

20.
21.
22. Opposing counsel seems to gravely misunderstand that JPMorgan Chase
23. Bank created the bills of exchange that were sent to the plaintiff. Per the
24. Bill of Exchange Act of 1882, a "*bill*" is defined as "*a bill of exchange*" of
25. which JPMorgan Chase Bank is the primary and only issuer.
26.
27.
28.

1. Therefore, using opposing counsel's reasonings, the bills of exchange issued
2. by JPMorgan Chase Bank and sent to the plaintiff are "*worthless pieces of*
3. *paper, consisting of nothing more than a string of words that sound as*
4. *though they belong in a legal document, but which, in reality, are*
5. *incomprehensible, signifying nothing.*" McElroy v. Chase Manhattan
6. Mortgage Corp. (2005) 134 Cal.App.4th 388. Therefore, based on this case
7. law, I am not required to perform when sent these worthless pieces of paper.
8.
9.

10. Yet, out of courtesy, I accepted and endorsed JPMorgan Chase Bank's bill
11. of exchange and sent it back to the defendant as an order to transfer the
12. payables to the receivables to zero out the account.
13.
14.

15. From another point of view, the bill of exchange issued by JPMorgan Chase
16. Bank could be defined as a "*statement*". According to 29 CFR § 18.801, a
17. statement is defined as, "*(1) an oral or written assertion, or (2) nonverbal*
18. *conduct of a person, if it is intended by the person as an assertion.*"
19.
20.

21. Therefore, this statement is not an order or a demand for performance. Either
22. way, the bill of exchange, or statement, from JPMorgan Chase Bank does
23. not require me to perform in any way, shape, or form.
24.
25.
26.
27.
28.

1. Chiefly, opposing counsel's statements are not facts before the court.
2.
3. Pursuant to *Trinsey v Pagliaro*, D.C.Pa. 1964, 229 F.Supp. 647,
4. **"Statements of counsel in brief or in argument are not facts before the**
5. **court and are therefore insufficient for a motion to dismiss.."** Therefore,
6. the defendant's motion to dismiss is insufficient and should not be granted.
7.
8.
9.

10. **Conclusion:**
11.

12. For the reasons set forth above, the Plaintiff respectfully requests that the
13. Court deny the Defendant's Motion to Dismiss.
14.
15.

16. In addition, the Plaintiff further requests permission to leave to amend the
17. complaint a second time.
18.

19. See the attached bill of exchange from JPMorgan Chase Bank, also known
20. as, a "*worthless piece of paper*" per Judge Raymond J. Ikola regarding
21. *McElroy v. Chase Manhattan Mortgage Corp.* (2005) 134 Cal.App.4th 388.
22.
23.
24.

25.
26. By: Holly Arlena Vaughan
27. Date: 11/17/23
28.

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August 2023						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

New Balance
\$17,807.77
Minimum Payment Due
\$178.00
Payment Due Date
08/09/23

ULTIMATE REWARDS[®]
SUMMARY

Previous points balance	79,975
+ 3 Points per \$1 earned on travel	711
+ 3 Points per \$1 earned on dining	861
+ 1 Point per \$1 on all other purchases	17,285

Total points available for
redemption **98,832**

Learn more about your rewards and start redeeming today. Visit
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Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	26 years	\$49,270
\$682	3 years	\$24,545 (Savings: \$24,725)

If you would like information about credit counseling services, call 1-866-797-2885.

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$6,352.57
Payment, Credits	-\$6,645.63
Purchases	+\$18,100.83
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$17,807.77
Opening/Closing Date	08/13/23 - 07/12/23
Credit Access Line	\$30,000
Available Credit	\$12,192
Cash Access Line	\$1,500
Available for Cash	\$1,500
Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

YOUR ACCOUNT MESSAGES

Introducing Paze[®] — a new way to pay with Chase debit and credit cards

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0518

N 2 12 23/07/23

Page 1 of 4

00003 AAA KSA 60045

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This Statement is a Facsimile - Not an original

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Make your payment at
chase.com/paycard

Payment Due Date: **08/09/23**
New Balance: **\$17,807.77**
Minimum Payment Due: **\$178.00**

Account number:

\$ _____ Amount Enclosed
Use this statement to verify the amount enclosed below:

00045 DEK 2 15123 D
HOLLY A VAUGHAN
2338 KIPANA AVE
VENTURA CA 93001-0341

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294